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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/578,859	05/11/2006	Jun Kitahara	09947.0009	3333
22852	7590	10/22/2009		
FINNEGAN, HENDERSON, FARABOW, GARRETT & DUNNER LLP 901 NEW YORK AVENUE, NW WASHINGTON, DC 20001-4413			EXAMINER VAUGHAN, MICHAEL R	
			ART UNIT	PAPER NUMBER
			2431	
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			10/22/2009	PAPER

**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

### Office Action Summary

**Application No.**

10/578,859

**Applicant(s)**

KITAHARA ET AL.

**Examiner**

MICHAEL R. VAUGHAN

**Art Unit**

2431

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --  
**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

- 1) ☒ Responsive to communication(s) filed on 20 August 2009.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

- 4) ☒ Claim(s) 2-5, 7 and 8 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☐ Claim(s) 2-5, 7 and 8 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

**Application Papers**

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

**Priority under 35 U.S.C. § 119**

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some \* c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
  2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

**Attachment(s)**

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☒ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☒ Information Disclosure Statement(s) (PTO/CDC)
- 4) ☐ Interview Summary (PTO-413)  
Paper No(s)/Mail Date: \_\_\_\_\_
- 5) ☐ Notice of Informal Patent Application
- 6) ☐ Other: \_\_\_\_\_
- Paper No(s)/Mail Date: \_\_\_\_\_

### **DETAILED ACTION**

The instant application having Application No. 10/578,859 is presented for examination by the examiner. Claims 2-5, 7, and 8 have been amended.

### ***Response to Amendments***

#### ***Claim Objections***

Claim 2 is objected to because of the following informalities: "plurality of available contents" should be "plurality of contents" [2<sup>nd</sup> limitation after preamble]. Appropriate correction is required.

### ***Response to Arguments***

Applicant's arguments filed 8/20/09 have been fully considered but they are not persuasive. The following interpretation of the prior art is solely based on the current set of claims and arguments submitted by the Applicant. It is not the only possible interpretation of the prior art and may be altered when/if the claims and/or arguments change. Applicant has alleged that the combination of Revital and Akiyama fail to teach the new amended limitation. This limitation has been construed to place a specific order to how the two sublicenses are acquired. For purposes of this argument, the main license is mapped to the VEMM and the sublicenses are mapped to VECM of Revital. This is not the only possible mapping but it will be used for this rejection of the claims. It

is also noted that the phrase "along with" does not imply simultaneousness. The claims are not interpreted that narrowly because in the third limitation of claim 2, the plurality of contents is acquired along with a plurality of sublicenses. This generally means both the contents and sublicenses are being continually acquired by the acquisition means. The last limitation of claim 2 provides that a first and second sublicense arrive before the second content. This is interpreted as the VECM arrive before their associated content. Again, the phrase "along with" does not imply that the first and second sublicense arrive at the same exact moment as the first content.

As is known in the art of broadcasting, packets flow from the sender to the receiver continually. Revital teaches both VEMM and VECM are continually sent to the receiver. What is important to remember is that both an authentic VEMM and VECM must be acquired by the receiver in order to decrypt content. To argue the notion that Revital does not teach the VECM prior to the content, column 6, lines 20-23, provides one explicit contrary teaching. In this example the VECM is received prior to its associated content. VECM's, of course, can be associated to multiple content (col. 6, line 65). Applicant points to one teaching of sending the VECM with the content but that is only one embodiment. Revital teaches that "the functions and embodiments are in no way intended to be limiting and may optionally and preferably coexist simultaneously" (col. 6, lines 41-45). Therefore, the order in which the sublicenses are acquired respective to the content is neither a novel nor non-obvious improvement.

***Claim Rejections - 35 USC § 103***

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Claims 2-5, 7, and 8 are rejected under 35 U.S.C. 103(a) as being unpatentable  
USP 7,739,548 to Revital et al, hereinafter Revital in view of USP Application  
Publication 2002/0001386 to Akiyama.

As per claim 2, Revital teaches an information processing apparatus adapted for processing a plurality of contents provided by a contents distribution service having a channel for distributing the plurality of content (col. 10, lines 5-7), the information processing apparatus comprising:

main license acquisition means for acquiring a main license [VEMM] having a main condition [access to protected content] applied in common for the plurality of contents, the main license further including main license key information (col. 5, lines 5-7 and col. 10, lines 10-15);

sublicense acquisition means for acquiring, along with the plurality of contents, a plurality of sublicenses [VECM's] that correspond to the plurality of contents (col. 5, lines 9-10) and are provided in a manner different from the main license [criteria

packaged into VECM as apposed to VCMM], the plurality sublicenses including subconditions for the plurality of contents (col. 9, lines 35-40), identification information of the main license (col. 6, lines 24-25), sublicense key information (col. 5, lines 45-47);

control means for controlling reproduction of the plurality of contents when the main condition of the main license and subconditions of the plurality of sublicenses are satisfied [properly decrypted] (col. 5, lines 35-37);

wherein when the plurality of contents are distributed via the channel successively in terms of time, the sublicense acquisition means acquires, along with a first content and before acquiring a second content (col. 6, lines 20-23) a first sublicense corresponding to the first content and a second sublicense corresponding to the second content distributed subsequent to the first content, and the control means controls reproduction of the second content so that the second content is reproduced subsequent [streaming] to the first content when the main condition prescribed by the main license and the subcondition prescribed by the second sublicense are both satisfied (col. 3, lines 5-15).

Revital is silent in explicitly disclosing the first license has a digital signature and that second license further includes identification information of a first license corresponding to the second license, second key information, and an electronic signature. Akiyama teaches using digital signatures to secure the transportation of licenses (0107). Akiyama goes on to teach why using digital signatures secure transactions from alteration (0113). Therefore it would have been obvious to one of

ordinary skill in the art at the time of the invention to combine this feature to the licenses of Revital to ensure the licenses are not altered.

As per claim 3, Revital teaches that during the manufacture of the recipient module an embedded key is stored in the hardware (col. 4, lines 38-42). Revital also teaches that any method of suitable encryption mechanism may be used for encrypting the various types of keys in his invention (col. 9, lines 52-53). Even though Revital does not explicitly call any of the secret keys, public-keys, it would be obvious to one of ordinary skill in the art that public key cryptography could easily be used in this case. The private stored key in the device would be the device's own unique private key. Then, any entity who wishes to create a session key (as taught by Revital and Akiyama) would simply encrypt the session key with the device's public key so only that specific device could decrypt the message and obtain the session key. Revital even teaches encrypting one key with another. Akiyama teaches public key cryptography as means of transmitting license information (0111). This is a well established algorithm of key exchange. Anyone of ordinary skill in the art would readily use this algorithm. Therefore it would have obvious to one of ordinary skill in the art at the time of the invention to use the well known public key cryptography as a suitable encryption mechanism as Akiyama teaches.

As per claim 4, Revital teaches the second key included in the second license is encrypted and the control means decrypts, by using the first key information, encrypted

second key information and uses the second key information to decrypt the acquired content (col. 5, lines 10-16).

As per claim 5, Revital teaches license management means for allowing any other information processing apparatus to permit utilization of the plurality of contents when the main condition prescribed by the main license and the subconditions prescribed by the plurality of sublicenses are both satisfied (col. 5, lines 31-34).

Claims 7 and 8 are rejected for the same reasons as claim 2.

### ***Conclusion***

Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire **THREE MONTHS** from the mailing date of this action. In the event a first reply is filed within **TWO MONTHS** of the mailing date of this final action and the advisory action is not mailed until after the end of the **THREE-MONTH** shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than **SIX MONTHS** from the date of this final action.



Any inquiry concerning this communication or earlier communications from the examiner should be directed to MICHAEL R. VAUGHAN whose telephone number is (571)270-7316. The examiner can normally be reached on Monday - Thursday, 7:30am - 5:00pm, EST. If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, William Korzuch can be reached on 571-272-7589. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/M. R. V./  
Examiner, Art Unit 2431

/William R. Korzuch/  
Supervisory Patent Examiner, Art Unit 2431